

CHILD WELFARE INFORMATION SHARING AGREEMENT

BETWEEN THE

\_\_\_\_\_

AND THE

\_\_\_\_\_

Date: \_\_\_\_\_

## **I. PARTIES TO AGREEMENT**

The parties to this agreement are \_\_ (1) \_\_ (hereinafter referred to as the source agency) and \_\_ (2) \_\_ (hereinafter referred to as the recipient agency).

\_\_ (1) \_\_ is the (state/county) agency responsible for the provision of public child welfare services ....

*Describe the source agency's child welfare responsibilities and its geographic jurisdiction.*

\_\_ (2) \_\_ is a (public/non-profit/private) agency which ...

*Identify the type of agency and describe the recipient agency in general terms of the services it provides and the general reason for needing data, such as doing research, performing contract functions, performing public functions for which child welfare information is needed, etc.*

## **II. PURPOSE OF EXCHANGE AGREEMENT**

The purpose of this agreement is to address the policies, security and confidentiality issues, extraordinary costs, and processes to facilitate sharing child welfare information between the parties. This is an omnibus agreement that shall cover current and future data sharing activities between the parties.

This agreement allows designated staff of the recipient agency to be provided with access to child welfare information maintained by the source agency. Access to information shall be arranged by the information coordinators identified in Appendix A. The specific staff authorized to receive information and the type of access for the recipient agency are delineated in Appendix B. Access to information is permitted only for legitimate operations under this agreement, as defined under Article III.

This agreement requires compliance by the parties with all state and federal laws, administrative codes and regulations, and related administrative memos and handbooks, including but not limited to Chapters 19, 48, 51, 55 and 938, Stats., Titles IV-B and IV-E of the Social Security Act, and the Child Abuse Prevention and Treatment Act (CAPTA).

This agreement shall remain in effect until the parties agree to amend or terminate it, unless the agreement is suspended under the terms set forth in Article X.

## **III. SCOPE OF AGREEMENT**

This agreement allows the source agency to share child welfare information with the recipient agency for the purposes of:

*Describe the specific business functions of the source agency for which child welfare information is needed.*

*Note: If the information is needed for specific projects that may change over time, it may be useful to list the projects in an appendix so the project list can be updated as needed without having to change the narrative of the agreement.*

This agreement allows the source agency to share child welfare information with the recipient agency for child welfare activities in \_\_\_\_\_

*Insert the appropriate geographic jurisdiction.*

The recipient agency is authorized to receive the following types of child welfare information:

*Describe the specific types of child welfare program information that can be shared with the recipient agency. Use outline format listing Item A, Item B, etc. to distinguish the specific types of information.*

*The following types of child welfare information cannot be shared under any circumstances without the prior written approval of the Wisconsin Department of Health and Family Services:*

- *Personal information about children who have been adopted, such as their adopted status and biological family information for the period prior to the adoption.*
- *Personal information about the identity of reporters of child abuse and neglect allegations.*
- *Personal information about the specific nature of the maltreatment for child victims of maltreatment.*
- *Personal information about mental health treatment services received by any family member that may appear in child welfare case information.*
- *Personal information about substance abuse treatment services received by any family member that may appear in child welfare case information.*
- *Personal information about health conditions of any family member, such as HIV status or other health information that is restricted under federal HIPPA requirements, that may appear in child welfare case information.*
- *The location of a parent and his or her children if that parent is receiving confidential shelter services from a domestic abuse provider.*

*Note: The format for sharing information is covered in Appendix B.*

#### **IV. REQUIREMENTS TO RECEIVE INFORMATION**

All requests by the recipient agency for information or access to information systems and data bases shall be coordinated through the information coordinator for the source agency or other authorized personnel of the source agency. The information coordinator shall respond in a timely manner to requests for information or access to information systems and data bases.

If specific requests by the recipient agency for information are denied or only partially granted by the source agency, the source agency shall provide an explanation of the reasons for the denial or limitation.

The recipient agency agrees to make all staff who will have access to information under this agreement aware of the contents of this agreement, state and federal confidentiality requirements, and the consequences of violating those confidentiality requirements.

The recipient agency agrees to store information received under this agreement in a secure manner, limiting access to information only to the staff identified in Appendix B. For on-line access to information, the recipient agency agrees to implement internal controls to prevent unauthorized access to the information system or data base.

The recipient agency agrees to permit authorized personnel of the source agency or the Department of Health and Family Services to make on-site inspections to ensure adherence to requirements of this agreement.

#### **V. REIMBURSEMENT FOR COSTS INCURRED IN PROVIDING INFORMATION**

Information that is readily available and easily transferred shall be provided by the source agency at no cost to the recipient agency. Distribution of such information shall be handled in the manner arranged by the information coordinator for the source agency.

Unless otherwise specified by the source agency in other agreements or contracts, requests by the recipient agency for information that is not readily available or is available only with extraordinary staff or programming time to extract data may require reimbursement by the recipient agency. Such reimbursement shall be made for all reasonable costs incurred to provide, and audit appropriate use of, information pursuant to this agreement. The amount, type of billing, and time frame for payment of said reimbursements shall be negotiated on a case-by-case request basis. Such costs shall be calculated on a time and material basis.

## **VI. CONFIDENTIALITY: PROTECTION AGAINST UNAUTHORIZED DISCLOSURE**

The recipient agency agrees to comply with all applicable state and federal laws, regulations, administrative memos and handbooks pertaining to the confidentiality of child welfare information. The source agency shall identify the specific confidentiality requirements applicable to the information shared with the recipient agency.

The recipient agency is responsible for complying with all changes in confidentiality requirements that take place after the agreement is in place. The source agency shall notify the recipient agency of changes in a timely manner.

The recipient agency agrees to comply with the following measures to protect the confidentiality of any information provided under this agreement and to protect such information against unauthorized access or disclosure:

- A. Information subject to this agreement shall be used only to the extent necessary to assist in the purposes in Article III and shall be disclosed only for the purposes defined in this agreement;
- B. Information shall not be used for any purposes not specifically authorized under this agreement;
- C. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means;
- D. Only authorized personnel shall be given access to information, including on-line files.
- E. Personnel with on-line access shall access information using only their personally assigned user IDs. Sharing of IDs is prohibited.
- F. The recipient agency shall notify the source agency within 10 business day if personnel with on-line access leave employment or change job functions so that user IDs are promptly deleted.

## **VII. SHARING INFORMATION WITH THIRD PARTIES**

If the recipient agency wishes to share information received under this agreement with a third party or a vendor performing related work for and under contract with the recipient agency, the third party or vendor shall have the prior approval of the source agency to receive information. The provisions of this agreement apply equally to any third party or vendor that the recipient agency allows to use information available under this agreement.

The recipient agency shall notify the source agency of intended relationships with third parties or vendors who may have access to information under this agreement. The notification shall include the nature of the

relationship, the types of information that will be shared and the planned use of the information by the third party or vendor.

The recipient agency is required to have agreements in place with the third party or vendor to ensure that the terms of this information sharing agreement are enforced with the third party or vendor. The source agency reserves the right to approve the contents of such third party or vendor agreements.

The recipient agency is accountable for any violations of this information sharing agreement committed by the third party. The recipient agency shall ensure that the third party or vendor instructs all employees/providers with access to the information regarding the terms of the information sharing agreement and the confidential nature of child welfare information.

## **VIII. PRODUCTS PRODUCED FROM DATA**

Reports and electronic files that contain aggregate and summary information created by the recipient agency with data provided under this agreement may be produced for internal use by the recipient agency. Reports and files that contain aggregate and summary information may be produced for public distribution with the prior approval of the source agency. The source agency shall receive a copy of all such reports and files at least 24 hours prior to the release to the public.

Reports and electronic files that contain personal identifying information, or information from which personal identity can be inferred, created by the recipient agency with data provided under this agreement may be produced for internal use by the recipient agency with the prior approval of the source agency. The specific use and distribution of the reports or files shall be approved by the source agency prior to internal use by the recipient agency. Reports or files with personal identifying information may be produced for public distribution only with prior written approval by the source agency. The source agency shall receive a copy of all such reports and files at least 24 hours prior to the release to the public. The source agency may require the recipient agency to notify clients or seek client permission prior to releasing personal identifying information to the public.

The source agency reserves the right to request changes in reports or electronic files produced by the recipient agency if the reports or files inaccurately portray the child welfare program services provided by the source agency, if the reports or files portray an inappropriate level of detail that would compromise the confidentiality of child welfare program client information, or if the reports or files are otherwise detrimental to the source agency.

All reports and electronic files produced with information under this agreement shall be the property of the source agency and the recipient agency cannot claim proprietary rights to, nor copyright, nor otherwise restrict public use of the reports and files, except to maintain the confidentiality of data provided under the terms of this agreement.

Under the terms of this agreement, the recipient agency is not required to make reports or electronic files available to the public or a third party without an arrangement to recover costs associated with providing such reports or files.

## **IX. SUSPENSION OR TERMINATION OF THIS AGREEMENT**

Upon sixty (60) days written notice, either party may suspend or terminate this agreement without cause.

The source agency may suspend or terminate the agreement immediately for cause under any of the following circumstances:

- A. Use of information provided under this agreement for an unauthorized purpose, as outlined in Article III;
- B. Failure to comply with the requirements for sharing information as outlined in Article IV.
- C. Failure to make reimbursement for the cost of information as outlined in Article V;
- D. Failure to protect the confidentiality of information or to protect such information against unauthorized access or disclosure as outlined under Article VI;
- E. Unauthorized use of information under this agreement by third parties or vendors as outlined in Article VII;
- F. Failure to obtain approval to release reports or files and provide copies of such reports or files as outlined in Article VIII;
- G. Access to information in a manner or by staff not authorized to receive information as outlined in Appendix B.

The termination or suspension of the agreement shall be effective immediately upon notification of the recipient agency. The source agency shall provide a written explanation of the termination or suspension within thirty (30) days after the notification to the recipient agency.

Suspension or termination of this agreement will typically not occur for isolated instances of recipient agency staff committing a violation of this agreement. The recipient agency shall cooperate with the source agency or the Department of Health and Family Services in investigations of individual staff violations and shall take appropriate actions against staff who commit violations of this agreement. Multiple staff violations of this agreement or failure by the recipient agency to make corrective actions shall constitute good cause to suspend or terminate this agreement in full.

Any suspension of this agreement shall remain in effect until the source agency is satisfied that the recipient agency is in compliance with the terms of the agreement. The source agency may also suspend or terminate the access of individual recipient agency staff to data under this agreement without suspending or terminating the overall agreement.

The penalties under state and federal law for violations of confidentiality requirements pertaining to child welfare information may apply to the recipient agency or individual recipient agency staff regardless of actions taken by the source agency to suspend or terminate the agreement. Suspension or termination of the agreement shall not preclude the source agency from seeking prosecution of individuals or other imposition of penalties on the recipient agency for confidentiality violations as provided under state or federal law.

The confidentiality and disclosure requirements of this agreement survive the termination, for whatever reason, of the agreement itself, subject to applicable state and federal laws.

#### **X. AMENDMENT OF THIS AGREEMENT**

This agreement may be amended at any time by written amendment signed by the directors of the source and recipient agencies or their designees. Appendices to the agreement may be amended at any time by written agreement of the information coordinators for the source and recipient agencies.

Each party agrees to give the other party written notice within thirty (30) days after becoming aware of any policy, procedure or technology changes which may impact upon the performance of either party under this agreement.

This agreement is subject to federal and state law, codes and regulations, all of which are subject to change. Upon applicable federal or state law or regulation change, this agreement shall be considered immediately modified in accordance with each such change, without notice or written amendment.

This provision for automatic amendment shall not apply where one party provides written notice to the other party within sixty (60) days after the effective date of the federal or state law or regulation change that it desires to amend the agreement. Upon giving the required notice, the source and recipient agencies agree to negotiate the effect the particular federal or state law or regulation change will have on this agreement.

If this agreement conflicts with any future specific agreements between the source and recipient agencies, then that other specific agreement shall be the prevailing agreement regarding only those specific parts of any such agreement that conflict with this agreement.

**XI. TERM OF AGREEMENT**

This agreement shall be in effect from \_\_\_\_\_ (start date) to \_\_\_\_\_ (end date)

*Note: Specify a period for the agreement to be in effect. The agreement can be for several years, but should have a definite end date to ensure it is periodically renewed.*

**XII. OTHER ISSUES FOR AGREEMENT**

*Note: Use this section to address any other issues for the agreement.*

**XIII. SIGNATURE BLOCK**

**For Source Agency:**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Recipient Agency:**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX A**

CHILD WELFARE INFORMATION SHARING AGREEMENT  
BETWEEN

\_\_ (1) \_\_ (Source Agency)  
and the  
\_\_ (2) \_\_ (Recipient Agency)

**Information Coordinators for Agreement:**

The source agency designates \_\_\_\_\_ to serve as the information coordinator for child welfare data under this agreement. The address, phone number, FAX number and e-mail address of this individual are as follows:

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The recipient agency designates \_\_\_\_\_ to serve as the information coordinator for child welfare data under this agreement. The address, phone number, FAX number and e-mail address of this individual are as follows:

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Date \_\_\_\_\_



**APPENDIX B**

**CHILD WELFARE INFORMATION SHARING AGREEMENT  
BETWEEN**

\_\_ (1) \_\_ (Source Agency)  
and the  
\_\_ (2) \_\_ (Recipient Agency)

**Specific types of information that may be shared under this agreement:**

*List the specific types of information that may be shared with the recipient agency and the specific format (paper copies, access to paper records, electronic files, on-line system access) in which the information will be made available to the recipient agency.*

**Specific information systems and data bases for on-line access:**

*List the specific information systems (WiSACWIS production, WiSACWIS reports server, HSRS system, Kinship Care data base, CAN data base, other data bases) to which the recipient agency will have on-line access.*

*Describe how the on-line access will be provided, including any IT requirements for the source agency or the recipient agency to support on-line access.*

*For the information systems and data bases, describe restrictions on what specific information within the system or data base the recipient agency is specifically authorized to access.*

*List the specific recipient agency staff who will be provided with on-line access. Describe the different levels of access and identify the appropriate level for each staff person listed.*

*Note: The information in this appendix should be used to support requests for system IDs for the staff with on-line access.*

Date \_\_\_\_\_